

REQUEST FOR BIDS

Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211

Request for Bids
To Provide
Professional Services

Contact Person: Candice Webster
(601) 432-2152

INVITATION: Written bids subject to the conditions herein stated and attached hereto, will be received at this office until **2:00 p.m., Tuesday, August 02, 2016.**

DESCRIPTION: Mississippi Department of Wildlife, Fisheries, and Parks is hereby requesting written bids to provide professional services. Bids will be received from Bidders having specific experience and qualifications in the area identified in this solicitation. For consideration, bids for this project must contain evidence of the Bidder's experience and abilities in the specified area and other disciplines directly related to the Bidder's service. Other information required may be included elsewhere in the solicitation.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Bidders: The Bidder may be required before the award of any contract to show to the complete satisfaction of the Mississippi Department of Wildlife, Fisheries, and Parks that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy the agency in regard to the Bidder's qualifications. Mississippi Department of Wildlife, Fisheries, and Parks may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all information for this purpose that may be requested. Mississippi Department of Wildlife, Fisheries, and Parks reserves the right to reject any offer if the evidence submitted by, or investigation of, the Bidder fails to satisfy that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's minimum qualifications shall include:

- A. Senior staff member involved in the audit must be a partner in the firm;
- B. Staff member responsible for signing final audit report must be a Certified Public Account (CPA);
- C. Lead auditor must have two years of audit experience;

A selection committee made up by Mississippi Department of Wildlife, Fisheries, and Parks staff shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Step I: Bids shall be reviewed and recorded in order of price submitted with the lowest amount listed first.

Step II: Bids shall be reviewed to assure compliance with the minimum specifications. Bids that do not comply with the minimum specifications shall be rejected immediately, receiving no further consideration.

Step III: The lowest price bid shall be selected based on meeting minimum specifications as stated in Step II unless there are other factors to consider which improve the rating of bidder with relation to experience or particular expertise for the engagement.

Step IV: Candice Webster shall contact the lowest and/or best bidder that meets the specifications.

ALL BIDS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

Inquires regarding this Request for Bid shall be mailed to:

Candice Webster
1505 Eastover Drive
Jackson, MS 39211
601-432-2152

Bids and attachments shall be submitted to:

Candice Webster
1505 Eastover Drive
Jackson, MS 39211
601-432-2152

SPECIFICATIONS, TERMS AND CONDITIONS FOR PROFESSIONAL AUDITING SERVICES:

A. General Statement:

The purpose of the Request for Bids is to obtain written bids for a fiscal year 2016 audit of selected funds of the Mississippi Department of Wildlife, Fisheries, and Parks. Attachment A contains a listing of Treasury Funds administered by the Mississippi Department of Wildlife, Fisheries, and Parks that have been selected for audit by the Office of the State Auditor for inclusion in the *Comprehensive Annual Financial Report* (CAFR).

B. Work Statement:

The work for this RFB includes performing all procedures necessary to issue audited financial statements, supplementary information and auditors' reports on internal control and compliance for the state fiscal year ending June 30, 2016. Attachment A contains a listing of required reports.

A contract will be entered into between the Mississippi Department of Wildlife, Fisheries, and Parks, the CONTRACTOR, and the Office of the State Auditor (OSA).

The auditing services will be made in conformity with the following guidelines and regulations:

1. The standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards*, which includes generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.
2. Statements of financial accounting standards as prescribed by the Governmental Accounting Standards Board.

The CONTRACTOR shall conduct the audit in accordance with auditing standards specified herein.

The CONTRACTOR shall also be required to obtain reasonable assurance about whether the financial statements of each audited fund are free of material misstatement whether arising from errors, fraudulent financial reporting or misappropriation of assets. The Mississippi Department of Wildlife, Fisheries, and Parks acknowledges that while effective internal control reduces the likelihood that misstatements of this nature may occur and remain undetected, it does not eliminate that possibility. For that reason and because the

CONTRACTOR uses selective testing in its audit, the CONTRACTOR cannot guarantee that material misstatements, if present, will be detected.

The underlying reports and records referred to above are the responsibility of the management of the Mississippi Department of Wildlife, Fisheries, and Parks. In this regard, management is responsible for properly recording transactions in the accounting records and maintaining an internal control sufficient to permit the preparation of reliable financial records and reports. Management is also responsible for making available to the CONTRACTOR, upon request, all original accounting records and related information, and personnel to whom the CONTRACTOR's audit staff may direct inquiries.

As required by applicable auditing standards, the CONTRACTOR shall make specific inquiries of management and others about the representations embodied in the financial statements and reports and the effectiveness of the internal control. Generally accepted auditing standards also require that the CONTRACTOR obtain representation letters from certain members of management. The results of the audit tests, the responses to the CONTRACTOR's inquiries, and the written representations comprise the evidential matter the CONTRACTOR shall rely upon in forming an opinion on the selected fund financial statements. Because of the importance of management's representations to an effective audit, the Mississippi Department of Wildlife, Fisheries, and Parks agrees to release the CONTRACTOR and its personnel from any liability and costs relating to their services under this letter attributable to any misrepresentations by management contained in the representation letter referred to above.

In addition to providing 2 copies of the completed audit to the Mississippi Department of Wildlife, Fisheries, and Parks, the CONTRACTOR shall also provide two copies of the audit to the OSA at the conclusion of the audit. The management report shall be issued within the agreed upon time frame stipulated in this agreement. **The audit reports shall be provided no later than October 15, 2016**

The CONTRACTOR acknowledges that agency and OSA are relying on the timely completion of this contract in its scheduling and budgeting and that time is of the essence. If the CONTRACTOR fails to meet the completion date prescribed herein, the Mississippi Department of Wildlife, Fisheries, and Parks may, at their option, reduce the agreed compensation by an amount not to exceed ten percent (10%) of the total contract amount as liquidated damages for the failure to complete the contract by the completion date.

The CONTRACTOR shall have a certified public accountant (CPA) as the certifying official of the final management reports.

WRITTEN BID SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- A. Firm shall identify staff members (and their qualifications) to be assigned to the project;
- B. The bid shall denote the number of hours and staff dedicated to the audit and show that the hours are sufficient to complete the project (including final reports) by October 15, 2016;
- C. Bid shall include an hourly rate;
- D. Bid shall include a copy of the last peer review of the Bidder;
- E. Bid shall include a statement that the Bidder shall adhere to all requirements for the audit included in the Request for Bid;
- F. All information on the Bid Submission Form must be completed. Incomplete or unsigned bid forms shall be rejected; and
- G. Timeline for execution with anticipated start date of September 1, 2016. See Audit Services Schedule (Attachment A).

INSURANCE REQUIREMENTS

The successful Bidder shall be required to procure and maintain errors and omissions/professional liability coverage in the amount of \$500,000 per occurrence for the duration of the contract and offer proof of such coverage. Bidder will also be required to show proof of liability for injury to include worker's compensation and automobile coverage. The Requester reserves the right to request from carriers' certificates of insurance regarding the required coverage.

REJECTION OF BIDS

The Requester may reject bids that do not conform to the requirements set forth in this RFB. Bids may be rejected for reasons that include, but are not limited to, the following:

- A. The bid contains unauthorized amendments to the requirements of the RFB;
- B. The bid is conditional;

- C. The bid is incomplete or contains irregularities which make the bid indefinite or ambiguous;
- D. The bid is not received by the deadline;
- E. The bid is not signed by an authorized representative of the party;
- F. The bid contains false or misleading statements or references; or
- G. The bid does not offer to provide all services required by the RFB.

ACCEPTANCE OF BIDS

The Mississippi Department of Wildlife, Fisheries, and Parks reserves the right, in its sole discretion, to waive minor irregularities in bids, a minor irregularity is a variation of the RFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the state. Waivers, when granted, shall in no way modify the RFB requirements or excuse the party from full compliance with the RFB specifications and other contract requirements, if the party is awarded the contract.

DISPOSITION OF BIDS

All submitted bids become the property of the Mississippi Department of Wildlife, Fisheries, and Parks.

COMPETITIVE NEGOTIATION

The bidding method to be used is that of competitive negotiation from which the agency is seeking the best combination of price, experience and quality of service. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being selected for award. Likewise, the Mississippi Department of Wildlife, Fisheries, and Parks also reserves the right to accept any bid as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to Bid their most favorable terms initially.

RFB DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Bid does not constitute an acceptance of any offer, nor does such release in any way obligate the Mississippi Department of Wildlife, Fisheries, and Parks to execute a contract with any other party. The Requester reserves the rights to accept, reject, or negotiate any or all offers on the basis of the minimum criteria

contained within this document. The final decision to execute a contract with any party rests solely with the Requester.

EXCEPTIONS AND DEVIATIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid and shall be fully described. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified Bidders, unless specifically allowed, shall be subject to rejection in whole or in part.

NONCONFORMING TERMS AND CONDITIONS

Bids that include terms and conditions that do not conform to the terms and conditions in the Request for Bid is subject to rejection as non-responsive. The agency reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.

BID ACCEPTANCE PERIOD

The original and three (3) copies of the bid and all attachments (four (4) copies total) shall be signed and submitted in a **sealed envelope** or package to Candice Webster, Mississippi Department of Wildlife, Fisheries, and Parks, 1505 Eastover Drive, Jackson, MS 39211, no later than two o'clock p.m. Central Time on August 2, 2016. Timely submission of the bid is the responsibility of the Bidder. Offers received after the specified time shall be rejected and returned to the Bidder unopened. **The outer envelope or package shall be marked "Sealed Bid" and show the Bidder's name and address in the top left hand corner and the bid number in the lower left hand corner.** Each page of the bid and all attachments shall be identified with the name of the Bidder.

EXPENSES INCURRED IN PREPARING OFFERS

The agency accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Bidder.

PROPRIETARY INFORMATION

The Bidder shall mark any and all pages of the bid considered to be proprietary information. Any pages not marked accordingly shall be subject to review by the general public after award of the contract. Requests to review the proprietary information shall be handled in accordance with applicable legal procedures.

ADDITIONAL INFORMATION

Questions concerning the request for bid document must be submitted in writing to Candice Webster, Mississippi Department of Wildlife, Fisheries, and Parks, 1505 Eastover Drive, Jackson, MS 39211, or by fax to (601) 432-2102. Bidders are cautioned that any statements made by the contact person that materially change any portion of the Request for Bid shall not be relied upon unless subsequently ratified by a formal written amendment to this Request for Bid.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the agency by the time and at the place specified for receipt of bids.

DEBARMENT

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

STANDARD TERMS AND CONDITIONS

- A. Certification of Independent Price Determination: The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without- for the purpose of restricting competition – any consultation, communication, or agreement with any other bid or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices submitted.
- B. Prospective Contractor's Representation Regarding Contingent Fees: The prospective contractor represents as a part of such contractor's bid that such

contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

- C. Representation Regarding Gratuities: The Bidder represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
- D. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state, and local laws and regulations.
- E. Availability of Funds: It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alternation of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- F. Procurement Regulations: The applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection, shall govern the contract.
- G. Confidentiality: The Contractor shall agree to assure the confidentiality of any records obtained from the Requester as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by the Requester pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Requester. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.
- H. Compliance with Laws: The Contractor understands that the Requester is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that they will strictly adhere to this policy in its employment

practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Mississippi Department of Wildlife, Fisheries, and Parks

INVITATION FOR BID

SUBMISSION FORM

Company _____

Address _____

Telephone Number/email _____

Bidder agrees to supply the products or services not to exceed the price below in accordance with the terms, conditions, and specifications contained in this bid.

\$ _____ **Contract Bid**

\$ _____ **per hour**

Written:

_____ **per hour**

NOTE: It is the Bidder's responsibility to provide adequate information in their bid package to enable the agency to ensure that the bid meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the bid.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Mississippi Department of Wildlife, Fisheries, and Parks or members of his/her family, including, but not limited to, spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Bidder [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the bid and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title

ATTACHMENT A

AUDIT SERVICES SCHEDULE

The following treasury funds within the State of Mississippi's MAGIC system are utilized by Mississippi Department of Wildlife, Fisheries & Parks and have been selected for audit by the Office of the State Auditor for FYE June 30, 2016:

Fund 2246300000
Fund 3346300000
Fund 5346700000
(complete from letter received from OSA)

The CONTRACTOR must perform the following procedures after a contract has been awarded. The CONTRACTOR shall hold an entrance conference with the CONTRACTOR'S Lead Auditor and the authorized representatives of the Mississippi Department of Wildlife, Fisheries, and Parks and the OSA prior to commencement of any work in order to determine the scope of services, and other related factors.

The CONTRACTOR shall perform the following procedures at the request of OSA:

- Prepare an Independent Auditors' Report on the financial statements of the selected funds for the year ended June 30, 2016.
- Prepare an Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- Prepare a letter to management on suggestions for improvement in internal control and correction of any noncompliance matters.
- Obtain a plan of corrective action from the agency in accordance with instructions provided by OSA.
- Submit to OSA a letter of representation.
- Prepare note disclosures for inclusion in the State of Mississippi's *Comprehensive Annual Financial Report*, if applicable.

Deficiencies that were not considered significant enough to be communicated as significant deficiencies shall also be reported in the letter to management, and shall be referred to in the report on internal controls.

Upon receipt of the final audit reports for each program, OSA will:

- Review the reports
- Approve or reject the reports
- Approve or reject final payment for services rendered.

Upon completion of the audit services, any other required reports should be submitted to OSA's authorized representatives in accordance with the contractual provisions. All final documentation of services shall be submitted no later than the date specified in the RFB.